# TASK ORDER GST0012AJ0179

Modification PA16 October 07, 2015

# **Irregular Warfare Analysis Support**

in support of

# The Joint Improvised-Threat Defeat Agency (JIDA)



Issued to
SRA International, Inc.
Issued against
IDIQ GST0012AJ0038

**Conducted under FAR Part 16.505** 

Awarded September 12, 2012

Issued by the Federal Systems Integration and Management Center (FEDSIM) Rm 3100, 1800F St. NW, Washington, DC 20405

**FEDSIM Project Number DE00606** 

### B.1 GENERAL

The work shall be performed in accordance with all Sections of this Task Order (TO) and the contractor's Basic OPS Services Contract, under which the resulting TO will be placed. An acronym listing to support this TO is included in Section J, Attachment C.

#### **B.2 ORDER TYPES**

The contractor shall perform the effort required by this TO on a Cost-Plus-Award-Fee (CPAF) basis for Contract Line Item Number (CLIN) X001 and X002, a Not-to-Exceed (NTE) non-fee bearing cost reimbursable basis for CLINs X003 through X005, and a Firm-Fixed-Price (FFP) basis for CLIN X006.

### B.3 SERVICES AND PRICES/COSTS

Long distance travel is defined as travel over 50 miles and does not include considerations for contractor staff members' daily commute.

The following abbreviations are used in this price schedule:

CPAF Cost-Plus-Award-Fee
CLIN Contract Line Item Number
FFP Firm-Fixed-Price

Other Direct Cost

NTE Not-to-Exceed

# B.3.1 BASE PERIOD: September 28, 2012 through September 27, 2013

### LABOR CLIN

ODC

CLIN	Description	Estimated Cost	Base Fee (If applicable)	Award Fee	Total Estimated Cost Plus Award Fee
0001	Labor (Tasks 1, 2 and 4, except Task 1, Subtask 1.1)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

# CLIN -0002 - N/A

## TRAVEL, TOOLS and ODCs CLINs - Non-Fee Bearing

CLIN	Description		<b>Total Ceiling Price</b>
0003	Long Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
0004	Tools Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
0005	ODCs Including Indirect Handling Rate (b) (4)	NTE	(b) (4)

# LABOR CLIN (FFP)

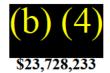
CLIN	Description	Qty	Unit	<b>Total Firm Fixed Price</b>
0006	Accounting for Contractor Services (Task 1,Subtask 1.1)	1	JB	\$

GRAND TOTAL BASE PERIOD CPAF LABOR CLINS:

GRAND TOTAL BASE PERIOD CR CLINS:

GRAND TOTAL BASE PERIOD FFP LABOR CLINS:

# **GRAND TOTAL BASE PERIOD CLINS:**



# B.3.2 OPTION PERIOD 1: September 28, 2013 through September 27, 2014

## LABOR CLIN

CLIN	Description	Estimated Cost	Base Fee (If applicable)	Award Fee	Total Estimated Cost Plus Award Fee
1001	Labor (Tasks 1 and 2, except Task 1, Subtask 1.1)	(b) (4)	( <del>0</del> )	(b) (4)	(b) (4)

## CLIN 1002 - N/A

TRAVEL, TOOLS and ODCs CLINs - Non-Fee Bearing

CLIN	Description		<b>Total Ceiling Price</b>
1003	Long Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(h) $(1)$
1004	Tools Including Indirect Handling Rate (b) (4)	NTE	( <i>U)</i> (4)
1005	ODCs Including Indirect Handling Rate (b) (4)	NTE	

LABOR CLIN (FFP)

CLIN	Description	Qty	Unit	Total Firm Fixed Price
1006	Accounting for Contractor Services (Task 1, Subtask 1.1)	1	JВ	\$0

GRAND TOTAL OPTION PERIOD 1 CPAF LABOR CLINS:

GRAND TOTAL OPTION PERIOD 1 CR CLINS:

GRAND TOTAL OPTION PERIOD 1 FFP LABOR CLINS:





\$24,093,367

# B.3.3 OPTION PERIOD 2: September 28, 2014 through September 27, 2015

# LABOR CLIN

CLIN	Description	Estimated	Base Fee	Award Fee	Total
		Cost	(If applicable)		Estimated
					Cost Plus
					Award Fee
2001	Labor (Tasks 1 and 2, except Task 1, Subtask 1.1)	(b) (4)	(b) <del>(4)</del>	(b) (4)	(b) (4)

# **OPTIONAL LABOR CLIN - NTE**

CLIN	Description	Estimated Cost	Base Fee (If applicable)	Award Fee	Total Estimated Cost Plus Award Fee
2002	Labor (Task 3 – Surge Support)	(b) (4)	(b) ( <del>4</del> )	(b) (4)	(b) (4)

TRAVEL, TOOLS and ODCs CLINs - Non-Fee Bearing

CLIN	Description		Total Ceiling Price
2003	Long Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
2004	Tools Including Indirect Handling Rate (b) (4)	NTE	( <i>U)</i> (4)
2005	ODCs Including Indirect Handling Rate (b) (4)	NTE	

LABOR CLIN (FFP)

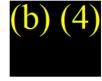
CLIN	Description	Qty	Unit	Total Firm Fixed Price
2006	Accounting for Contractor Services (Task 1, Subtask 1.1)	1	ЈВ	\$0

GRAND TOTAL OPTION PERIOD 2 CPAF LABOR CLINS:

GRAND TOTAL OPTION PERIOD 2 CPAF OPTIONAL LABOR CLIN:

GRAND TOTAL OPTION PERIOD 2 CR CLINS:

GRAND TOTAL OPTION PERIOD 2 FFP LABOR CLINS:



\$23,945,422

# **GRAND TOTAL OPTION YEAR 2 CLINS:**

# B.3.4 OPTION PERIOD 3: September 28, 2015 through September 27, 2016

## LABOR CLIN

CLIN	Description	Estimated Cost	Base Fee (If applicable)	Award Fee	Total Estimated Cost Plus Award Fee
3001	Labor (Tasks 1 and 2, except Task 1, Subtask 1.1)	(b) (4)	(0) (4)	(b) (4)	(b) (4)

## OPTIONAL LABOR CLIN - NTE

OF THOUGH LABOR CERV-IVIE							
CLIN	Description	Estimated Cost	Base Fee (If applicable)	Award Fee	Total Estimated Cost Plus Award		
					Fee		
3002	Labor (Task 3 – Surge Support)	<b>(b) (4)</b> 8	(b) ( <del>4</del> )	(b) (4)	(b) (4)		

TRAVEL, TOOLS and ODCs CLINs - Non-Fee Bearing

CLIN	Description		Total Ceiling Price
3003	Long Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(h)
3004	Tools Including Indirect Handling Rate (b) (4)	NTE	(U) ( <del>4</del> )
3005	ODCs Including Indirect Handling Rate(b) (4)	NTE	

## LABOR CLIN (FFP)

CLIN	Description	Qty	Unit	Total Firm Fixed Price
3006	Accounting for Contractor Services (Task 1, Subtask 1.1)	1	JB	\$0

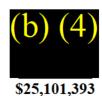
GRAND TOTAL OPTION YEAR 3 CPAF LABOR CLINS:

GRAND TOTAL OPTION YEAR 3 CPAF OPTIONAL LABOR CLIN:

GRAND TOTAL OPTION YEAR 3 CR CLINS:

GRAND TOTAL OPTION YEAR 3 FFP LABOR CLINS:

**GRAND TOTAL OPTION YEAR 3 CLINS:** 



# B.3.5 OPTION PERIOD 4: September 28, 2016 through September 27, 2017

### LABOR CLIN

CLIN	Description	Estimated Cost	Base Fee (if applicable)	Award Fee	Total Estimated Cost Plus Award Fee
4001	Labor (Tasks 1, 2 and 4, except Task 1, Subtask 1.1)	(b) (4)	(0) (4)	(b) (4)	(b) (4)

### OPTIONAL LABOR CLIN - NTE

CLIN	Description	Estimated Cost	Base Fee (if applicable)	Award Fee	Total Estimated Cost Plus Award Fee
4002	Labor (Task 3 – Surge Support)	(b) (4)	(b) ( <del>4</del> )	(b) (4)	(b) (4)

TRAVEL, TOOLS and ODCs CLINs - Non-Fee Bearing

CLIN	Description		Total Ceiling Price	)
4003	Long Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(1a)	
4004	Tools Including Indirect Handling Rate (b) (4)	NTE	(U)(4	)
4005	ODCs Including Indirect Handling Rate (b) (4)	NTE		

# LABOR CLIN (FFP)

CLIN	Description		Unit	Total Firm Fixed Price
4006	Accounting for Contractor Services (Task 1, Subtask 1.1)	1	JB	\$0

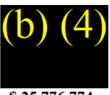
GRAND TOTAL OPTION YEAR 4 CPAF LABOR CLINS:

GRAND TOTAL OPTION YEAR 4 CPAF OPTIONAL LABOR CLIN

GRAND TOTAL OPTION YEAR 4 CR CLINS:

GRAND TOTAL OPTION YEAR 4 FFP LABOR CLINS:

**GRAND TOTAL OPTION YEAR 4 CLINS:** 



\$ 25,776,774

# **GRAND TOTAL CEILING ALL CLINS:**

\$122,645,189

## **B.4 SECTION B TABLES**

# **B.4.1 INDIRECT/MATERIAL HANDLING RATE**

Travel, Tools, and ODC costs incurred may be burdened with the contractor's indirect/material handling rate commensurate with forward pricing rate agreements <u>and</u> if such indirect/material handling rate is not included in the fully burdened labor rate.

## **B.4.2 DIRECT AND INDIRECT RATES**

## **B.4.2.1 DIRECT LABOR RATES**

All direct labor rates under this TO shall be at or below ceiling rates established under the OPS IDIQ basic contract. Labor categories proposed shall be the existing OPS basic contract labor categories. The direct labor rates represent the maximum direct labor rates to be billed under this task order. The ceiling rates should anticipate the maximum technical expertise for the labor category and the contractor is not necessarily bound by current staff.

## **B.4.2.2 INDIRECT LABOR RATES**

All indirect rates proposed and billed under this task order shall be commensurate with the then current DCAA approved forward pricing rate agreement. If an offeror's indirect rates have changed from those awarded under the OPS Services IDIQ contract, a copy of the new forward pricing rate agreement must be provided. Indirect rates include, but may not be limited to, indirect material handling rates, overhead rates, and general and administrative rates.

#### B.5 CONTRACTOR ACCOUNTING FOR CONTRACT SERVICES

The costs to be reported under this CLIN are those associated with the reporting requirements specified in C.4.1.1 and relate to this TO only.

# **B.6 INCREMENTAL FUNDING**

## **B.6.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION**

Incremental funding for CLINs 0001 through 2005 is currently allotted and available for payment by the Government. Additional incremental funding for these CLINs will be allotted and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the mandatory CLINs is from award through 30 November 2015 unless otherwise noted in Section B. The TO will be modified to add funds incrementally up to the maximum ceiling stated as the "GRAND TOTAL ALL CLINS (to be completed at time of award) over the performance period of this TO. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis.

# SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

# **B.7 AWARD FEE CALCULATION TABLE**

	Award Fee									
Year	Period	Months Covered	Available Award Fee Pool	Earned Fee	Unearned Fee					
Base Year	1	1-3	(b) (4)	(b) (4)	(b) (4)					
Base Year	2	4-6	(b) (4)	(b) (4)	(b) (4)					
Base Year	3	7-12	(b) (4)	(b) (4)	(b) (4)					
Option Year 1	4	13-18	(b) (4)	(b) (4)	(b) (4)					
Option Year 1	5	19-24	(b) (4)	(b) (4)	(b) (4)					
Option Year 2	6	25-30	(b) (4)	(b) (4)	(b) (4)					
Option Year 2	7	31-36								
Option Year 3	8	37-42								
Option Year 3	9	43-48								
Option Year 4	10	49-54								
Option Year 4	11	55-60								

# **B.8 BASE FEE**

The contractor's labor costs may be burdened with a base fee.

### C.1 BACKGROUND

In support of all Combatant Commands (COCOMs), the Joint Improvised-Threat Defeat Agency (JIDA) gathers information, analysis, technology, interagency collaboration, and training support to empower the warfighter with the insight needed to defeat enemy networks using or facilitating the use of this weapon system. Counter-IED (C-IED) analytical support capabilities enable JIDA to provide C-IED operations, intelligence, analytical, and technology experts capable of employing advanced tools for C-IED information collection and analysis to enhance the ability of deployed forces to attack enemy networks which employ or facilitate the use of IEDs.

The J2 / Mission Integration Division (MID) brings significant intelligence and operations fusion capabilities of JIDA to bear on the IED problem. Its primary mission is to conduct and sustain analytical support keyed to Warfighter operational requirements and timelines and to the JIDA enterprise. Correlation of analysis activities is supported by two processes:

- The Request for Support (RFS) process reflects the interest of deployed commanders in intelligence and operational information that can support their planned operations. A key ingredient of the RFS process is to deliver the requested support within the Latest Time of Value (LTOV) to support operations and plans.
- The Named Area of Interest process provides focus for correlating the various analytical capabilities of JIDA to a particular region or topic.

Under either process, the goals of the J2 are to establish and maintain a global operational and intelligence picture of violent extremist networks and to conduct analyses to produce multi-layered, multi-intelligence fused products that will assist the COCOMs in mitigating kinetic and non-kinetic attacks on violent extremist networks. While there is significant activity in the J2 that is focused on tactical operations in the CENTCOM Area of Responsibility (AOR), a strategic focus is maintained by considering global events related to the use of IEDs, current intelligence reports, analysis of critical factors, and the assessment of strategic considerations for JIDA and National leaders.

JIDA's concept of operations is the product of a continuous improvement process to ensure that lessons learned from recent deployments are factored into the current analysis of C-IED activities and events. JIEDDO has developed a task-organized method of providing analytical support capabilities. This methodology, using teams of deployable analysts and experts, has been established to address the breadth of required analytical support, and the composition of each analytical team is *uniquely* dependent upon the mission and requirements of the supported Commander. These teams can consist of military Team Leaders, IT Support Integrators, Intelligence Integrators, Operations Integrators, Qualitative and Quantitative Analysis Integrators, and Intelligence Analysts (All-Source, IMINT, HUMINT, MASINT, GMTI, and Geo-Spatial Analysis capabilities).

For each deployed subject matter expert, there are two like subject matter experts working from JIDA Continental United States (CONUS)-based facilities to perform supporting analytical reach back tasks, including pre-deployment preparation for follow-on teams (This SME mix is expected to continue through most of CY2014). While providing reach back support in CONUS, analysts work within teams which focus on specific geographic locations or missions and integrate, fuse and produce operational C-IED analyses in response to Requests for Support

(RFSs) from deployed forces. The CONUS and Outside the Continental United States (OCONUS) analytical elements (operations, intelligence, and operations research) together are referred to as the JIDA COIC Analytical Support Team (JCAST). Irregular Warfare and Fusion Analysis Deployment Effort (FADE) analysts are integrated in JCAST and the production of work products by the analytical teams.

Irregular Warfare Analysis (IWA) employs advanced analysis tactics, techniques, and procedures (TTPs) and expert understanding of insurgent-based unconventional warfare to conduct associative targeting of individuals, cells, network command and control (C2), and logistics in support of the COIC Attack the Network (AtN) counter-IED analysis. Irregular warfare analysis employs the "CALEB Analysis Methodology." The CALEB Analysis Methodology is an analytical process developed and fielded by the analytical arm of the CALEB Spiral I & II Program; a Rapid Equipping Force (REF) initiated, JIEDDO funded Proof of Concept that was integrated by the Combating Terrorism Technical Support Office (CTTSO) to support the COIC's Irregular Warfare Analysis efforts. This specific type of analysis was developed to provide critical, relevant, and effectual pattern analysis on insurgent-based operations in mapping out cells and networks to fight the Global War on Terrorism (GWOT). The CALEB Methodology is a select application of collective analysis techniques and methodologies combined with the U.S. Special Forces centric in-depth understanding of insurgent-based unconventional and irregular warfare. The customized CALEB Analytical Process and its application to IWA for the JIDA JCAST as well as U.S. Special Forces Groups has proven to be of critical, effectual, and relevant value to JIDA and the COIC's mission success.

### C.2 PURPOSE

The purpose of this task order is to provide the JIDA with the deployable irregular warfare operations, intelligence, and analytical expertise needed to effectively support the collection, analysis, and dissemination of C-IED information, tools, and techniques to defeat human enemy networks that employ IEDs.

## C.3 SCOPE

The contractor, operating from Government and contractor sites in CONUS and deployed sites in OCONUS combat zones, shall provide project management, expert IWA services, surge support and transition support to achieve the desired outcomes of this task order in support of the JIDA JCAST and analytical teams as well as U.S. Special Forces Groups.

A significant reduction in deployed IWA support is anticipated during calendar year (CY) 2014 as the U.S. military withdraws troops from Afghanistan. However, unpredictable world events demand that the COIC retain the capability to provide deployed IWA support in Afghanistan or in other countries even as the formal military presence is decreased. Therefore, the ability to provide support for these unpredictable events may be required as a surge requirement.

### C.4 TASKS

The following describes the services required for each task. The contractor shall provide high quality products and services in a timely and cost effective manner and shall deliver the Desired Outcomes as described in the Performance Requirements Summary (PRS).

## C.4.1 TASK 1 – PROVIDE PROJECT MANAGEMENT

The contractor shall provide all necessary project management and contractor personnel resources necessary for the support of this task order. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this task order.

The contractor shall provide a Task Order Project Manager (TOPM) to serve as the primary interface and point of contact with the FEDSIM Contracting Officer Representative (COR) and JIDA Technical Point of Contact (TPOC). The contractor TOPM shall be responsible for managing and overseeing the activities of all contractor personnel as well as subcontractor/teaming partner efforts used in the performance of this effort and contained in this task order.

The contractor shall institute and maintain management and quality processes and methodologies that ensure that the highest quality performance is obtained within cost and schedule constraints of the task order. Should the contractor encounter any technical, financial, personnel, or general managerial problems throughout the task order period of performance, the contractor shall immediately contact the FEDSIM COR and JIDA TPOC.

**Desired Outcome:** The contractor effectively manages the technical activities of this task order so as to achieve the desired outcomes for those tasks/activities and delivers highest quality performance within cost and schedule constraints.

## C.4.1.1 SUBTASK 1.1 – ACCOUNTING FOR CONTRACT SERVICES

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collections site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this task order. The contractor is required to completely fill in all the information in the format using the following web address <a href="https://cmra.army.mil">https://cmra.army.mil</a> (See Section F, Deliverable 01). The required information includes:

- a. Contracting Office, Contracting Officer's Representative, Contracting Officer's Technical Representative
- b. Task order number
- c. Beginning and ending dates covered by reporting period
- d. Contractor name, address, phone number, e-mail address, identity of contractor employee entering data
- e. Estimated direct labor hours (including subcontractors)
- f. Estimated direct labor hours paid this reporting period (including subcontractors)
- g. Total payments (including subcontractors)
- h. Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each subcontractor if different)
- i. Estimated data collection cost
- j. Organizational title associated with the Unique Identification Code (UIC) for the Army Requiring Activity. (The Army requiring activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information.)
- k. Locations where Contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, and when in an overseas location, using standardized nomenclature provided on the website)
- 1. Presence of deployment or contingency contract language
- m. Number of Contractor and subcontractor employees deployed in theater this reporting period (by country).

# $\frac{SECTION\ C-DESCRIPTION\ /\ SPECIFICATIONS\ /\ PERFORMANCE-BASED}{STATEMENT\ OF\ WORK}$

As part of its submission, the contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance, not to exceed 12 months ending September 30 of each government fiscal year and must be reported by October 31 of each calendar year or at the end of the task order, whichever comes first. Contractors may use XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web.

### C.4.1.2 SUBTASK 1.2 – COORDINATE THE KICK-OFF MEETING

The contractor shall schedule and coordinate a Task Order Kick-Off Meeting within ten (10) business days after the award of the task order. The meeting will provide the opportunity to discuss technical, management, contractual, and security issues, as well as travel authorization and reporting procedures. At a minimum, the attendees shall include key contractor personnel, representatives from the JIDA, other key Government personnel, and the FEDSIM COR. The contractor shall provide a Task Order Kick-Off Agenda (See Section F, Deliverable 02) that will include the following:

- a. Introduction of task order team members and capabilities
- b. Overview of task order scope, schedule, and deliverables
- c. Security requirements/access procedures
- d. Invoice procedures
- e. Points of contact
- f. Other logistics issues
- g. Additional issues or concerns

The contractor shall provide a draft copy of the agenda for review and approval by the FEDSIM COR and the JIDA TPOC prior to finalizing. The Government will provide the contractor with the number of Government participants for the Kick-Off Meeting and the contractor shall provide sufficient copies of their presentation for all present. Upon completion of the Kick-Off Meeting, the contractor shall document and distribute meeting minutes and action items.

## C.4.1.3 SUBTASK 1.3 – PROVIDE TRIP REPORTS

The contractor shall follow JIDA and FEDSIM travel approval procedures. All travel is to be approved in advance. The contractor shall submit Trip Reports (See Section F, Deliverable 03) twenty (20) calendar days after completion of a trip for all long distance travel. The Trip Report shall follow guidance and format requirements specified by JIDA and shall include the following information:

- Names of personnel who traveled
- Dates of travel
- Destination(s)
- Purpose of Trip (be specific)
- Actual Trip Costs
- Approval documents (Copy of the document authorizing travel by JIDA official and the document approving travel by the FEDSIM COR)
- Summary of events.

The contractor shall reconcile the Trip Reports with each invoice such that they can be matched month by month.

## C.4.1.4 SUBTASK 1.4 – PROVIDE MONTHLY STATUS REPORT

The contractor shall deliver a Monthly Status Report (MSR) (See Section F, Deliverable 04) that provides, at a minimum, the following information:

- Work accomplished during the reporting period, including specific discussions of each of the goals and objectives projected for the reporting period in the previous monthly status report and the status of any outstanding action items
- Program risks and mitigation plans
- Discussion of any problems/issues and recommendations for correction
- Work (goals and objectives) projected for the next reporting period
- Personnel status updates, including security status, facilities access requirements, and planned absences
- Status of Request to Initiate Purchase (RIP), Consent to Purchase (CTP) or Travel Authorization (TA) documents and materials, including ETA for tools and equipment ordered or in the repair pipeline
- Schedule Performance Report

# C.4.1.5 SUBTASK 1.5 – PROVIDE INTEGRATED PROGRESS REVIEWS (IPR)

On a monthly basis, the contractor shall participate in an Integrated Progress Review (IPR) (See Section F, Deliverable 05) with JEIDDO-COIC to discuss project efforts and administrative issues under this Task Order. The meeting shall take place at a site designated by the Government. The contractor shall prepare an agenda and list of invitees for the review and approval of the Government. The contractor shall brief specific initiatives ongoing and completed throughout the period of performance.

## C.4.1.6 SUBTASK 1.6 – PREPARE PROJECT MANAGEMENT DOCUMENTATION

The contractor shall prepare and update as needed a Project Management Plan (PMP) (See Section F, Deliverable 06) providing the following:

- The technical and management approach
- Standards followed
- Responsibilities and partnerships between Government and contractor organizations
- Time-Phased Labor Mix (TPLM)

The contractor shall prepare and update as necessary an Integrated Master Schedule (IMS) for the Task Order (DI-MGMT-81650) that logically networks detailed task order activities. The schedule shall contain planned events and milestones, accomplishments, entrance and exit criteria, and activities from task order award to the completion of the task order. The contractor shall quantify risks in hours, days, or weeks of delay and provide optimistic, pessimistic, and most likely duration for each IMS activity and event. (See Section F, Deliverable 07)

# C.4.1.7 SUBTASK 1.7 – PARTICIPATE IN/CONDUCT TECHNICAL AND PROJECT MEETINGS

The contractor shall participate in technical working groups, interchange meetings, program management reviews, and support technical meetings throughout the period of performance. The contractor may be required to organize and conduct meetings related to technical work being conducted under all task order task areas. The contractor shall also develop briefing/presentation materials, reports, and plans to communicate task order status and technical issues to JIDA and other stakeholders as appropriate. The contractor shall prepare a record of each meeting (See Section F, Deliverable 08).

## C.4.1.8 SUBTASK 1.8 – PREPARE TECHNICAL REPORTS AND BRIEFINGS

The contractor shall prepare technical reports and briefings as requested by the COR or TPOC to support successful performance of the technical requirements of the task order. The reports will be reviewed by the TPOC and FEDSIM COR and comments will be provided. The contractor shall resolve the comments to the satisfaction of the Government and produce updated technical reports. The contractor shall prepare a final technical report at the completion of specific tasks (See Section F, Deliverable 08).

## C.4.2 TASK 2 – PROVIDE IRREGULAR WARFARE ANALYSIS SUPPORT

**Desired Outcome:** JIDA has a mature, tailored layer of analysis of insurgent IED operational networks and operating patterns that will compliment layers produced by JIDA analytical and JCAST Teams, as well as responding directly to requirements from supported units.

## C.4.2.1 SUBTASK 2.1 – IRREGULAR WARFARE ANALYSIS SUPPORT

The contractor shall provide expert IWA services and support to JIDA. The IWA analytical support shall respond to Requests for Support (RFSs) by conducting operational methodology analysis on insurgent organizations. The IWA analytical support shall employ the "CALEB Analysis Methodology" and proven software tools (see the JIDA Reading Library on the SLAN, "20100813\_Final\_Phase\_II\_brief\_Analytics" for a listing of these tools) as developed by the CALEB Spiral I & II Program in data mining, data fusion, predictive pattern analysis, geoprofiling techniques, temporal analysis, and other evolving techniques. The collective analysis techniques and methodologies coupled with the Irregular Warfare Analysis and COIC toolsets shall be applied with an in depth understanding of insurgent-based unconventional warfare. The contractor shall exploit open source and classified data bases, reports, and message traffic searches and other sources as required. Specifically:

- The contractor shall engage in a systematic identification and analysis of insurgent cells and networks germane to or associated with the financing, construction, and employment of IEDs and various other weapons and explosives, as well as the purveyors of such material. The contractor shall initially focus on classified sources and add additional information sources of interest on a rolling basis as required by JIDA.
- The contractor shall focus on data that informs of the existence, organization, and operation of terrorist and insurgent networks including data that provides insight into technical, tactical, operational and strategic capabilities. Specific data to be analyzed includes:
  - Information on network structures, including the identification of individuals, relationships between various individuals and groups, organizational constructs,

- and other relevant data. This includes names, nicknames, locations, affiliations, technical proficiency, levels of training, and positions within a network or community.
- o Information on terrorist operational capabilities, including TTPs; cover and deception methods; targeting strategies; and surveillance methods.
- Information on terrorist technologies, including raw materials, manufacturing processes, supply chains, usage intentions, and any identified operational opportunities for the U.S. Government.
- Individuals contributing or offering support to terrorist and/or insurgent groups who possess technical knowledge or training in the fields of chemistry, explosives, electronics, weapon design, structural engineering, microbiology, document forgery, and surveillance.
- Individuals contributing or offering support to terrorist and/or insurgent groups who possess logistical information, such as bank accounts, *hawala* networks, safe houses, and secret routes into and out of countries in the Middle East and other regions where IEDs are prevalent.
- Pattern of Life study inputs that may lead to knowledge of the whereabouts of individuals of interest or concern.
- The contractor shall provide predictive analysis specific to likely evolutions in adversary insurgent TTPs and operations. The contractor shall form this IW analysis based upon a combination of assessing past terrorist trends and adaptations and factoring in current adversary intent, constraints, capabilities, and likely targets at an operational level.
- The contractor shall apply the insurgent and unconventional methodologies developed under the CALEB Spiral I & II program to prepare notional lessons learned from the adversary point of view and past precedents. The contractor shall develop notional concepts of operations and courses of action that best represent likely adversary activity.
- The contractor shall prepare analytic products in response to RFSs to provide JIDA and supported units relevant findings and assessments resulting from the full scope of insurgent analysis. The contractor shall also assist in the integration of multiple internal JIDA products. (See Section F.3, Deliverable 08)
- The contractor shall assist the Government in responding to requests, questions, or concerns regarding reports and strategic assessments produced by JIDA's research, analysis, and IWA efforts.
- As illustrated in Attachment I, a significant reduction in deployed IWA support is anticipated during calendar year (CY) 2014 as the U.S. military withdraws troops from Afghanistan.

#### **C.4.2.2. Deleted**

# C.4.3 TASK 3 – IRREGULAR WARFARE ANALYSIS SURGE SUPPORT (OPTIONAL TASK)

JIDA is often tasked to support high priority IWA activities that require additional, highly skilled personnel to be obtained within a short timeframe to perform the work. The tasks to be performed are those described in Section C.4.2.1 and are within the scope of this task order, but require additional personnel to meet the "surge" requirement. Unpredictable world events demand that the COIC have the capability to provide deployed IWA support in Afghanistan or in other countries.

The contractor shall be prepared to provide deployed IWA support for surge support requirements in any location in the world, including hazardous duty locations. Surge occurrences may be either short-term (up to a month) or long-term (4-6 months) deployments. Support requirements for the surge are identified in Subtask 2.1. Deliverables for these efforts may include technical presentations, reports and other technical products. Specific deliverables will be identified when the surge is implemented

When the need for surge support is identified, the Government will exercise the surge support in accordance with section H.6.

### C.4.4 TASK 4 – PROVIDE TRANSITION SUPPORT

The contractor shall ensure the smooth and orderly transition to establish IWA support and shall ensure all knowledge, data, material, and information developed by or provided to the contractor is transitioned and delivered to the Government by the end of the task order.

**Desired Outcomes:** JIDA IWA Support is continued in a controlled and deliberate manner throughout transition. Steady-state operations are resumed within 30 days of task order award and the end of task transition is planned and managed.

## C.4.4.1 4.1 SUBTASK 4.1 – PROVIDE TRANSITION-IN SUPPORT

The contractor shall prepare an updated Time-Phased Labor Mix (TPLM) (updated staffing plan) and Transition-In Plan (See Section F, Deliverable 9) for Government approval. The TPLM shall identify all personnel and positions that transition in the performance of the task order, when they transfer, and the work the personnel will perform. The Government will review and approve this TPLM as the initial baseline. Within one week after Government TPLM approval, the contractor shall ensure that the JIDA Personnel Manning Roster (PMR) is updated to reflect this baseline. The contractor shall not invoice and the Government will not certify payment of invoices before personnel are entered in the PMR. Changes to the PMR must be approved by the COIC Chief, Mission Support Division.

The contractor shall coordinate with the current contractor to ensure a smooth transition of operations with no disruption to the provision of analytical products during transition.

### C.4.4.2 4.2 SUBTASK 4.2 – PROVIDE TRANSITION-OUT SUPPORT

The contractor shall develop a Transition-out Plan (See Section F, Deliverable 10) for transitioning and delivering all material and information from this task order to the Government. The plan shall identify all Government Furnished and Contractor Furnished Material (GFM/CFM) as well as information and material developed during the task order that was used in the execution of this task order. The plan shall be submitted for Government approval. Upon incorporation of comments and Government acceptance, the contractor shall follow the plan to transfer all material, information, and rights thereto to the Government.

The contractor shall facilitate and conduct transition-out activities. The contractor shall prepare a final Technical Report documenting the status of all ongoing efforts and projects (**See Section F, Deliverable 11**) and a Smart Book/Turnover Binder containing copies of all plans, policies, procedures, points of contact, and other information required for a smooth transition by the Government (**See Section F, Deliverable 12**). The Transition-out Plan shall ensure no disruption to vital Government business. The contractor shall provide full cooperation to providing necessary operational knowledge to the in-coming contractor. The Transition-out Plan shall include:

- a. Project management processes
- b. Points of contact
- c. Location of technical and project management documentation
- d. Status of ongoing initiatives
- e. Plan for maintaining effective communication with the incoming contractor/Government personnel to ensure a seamless transition.
- f. Transition of key personnel
- g. Schedules and milestones
- h. Actions required of the Government

Table 1. COIC Irregular Warfare Analysis Support Performance Requirements Summary Table

# Program Management [Weight: 10% or 20%]

**Desired Outcome:** The Contractor achieves the Desired Outcomes of this Task Order and delivers performance within cost and schedule constraints

schedule constraints.				
Required Services: See Section	on C.4.1, Task 1	Provide Program Managem	nent	
	Weighting	Acceptable Quality		
Performance Measures	(%)	Level (AQL)	Monitoring Method	Incentives/Deterrents
Cost Tracking to Plan	90%	Quantitative (80%): Deviation from plan shall not exceed +/-5%  Qualitative (20%): IP accurately projects costs in monthly reports and proposes methods for controlling costs. COR and TPOC are notified of potential cost overruns and corrective actions in a timely manner.	TPOC and COR review of invoices and monthly cost reports. The Government will monitor the monthly reports, invoices, and IPRs. SRA will provide Government the summary data with details.	Outstanding: Deviation from plan shall not exceed +/- 3%  Excellent: Deviation from plan shall not exceed +/- 3.5%  Good: Deviation from plan shall not exceed +/- 4%  Satisfactory: AQL is met.  Unsatisfactory: Deviation from plan is greater than +/- 5%
Effectiveness of Program Management	10%	Quantitative (75%): 95% of Travel Authorizations (TAs), Requests to Initiate Purchase (RIPs), invoices, and other deliverables from Section F of the task order are timely and accepted on the first submission.  Qualitative (25%): Useful, accurate, timely information and support provided. (25%)  This measure does not address RFSs.	COR and TPOC inspection of deliverables, TAs, RIPs, invoices, and other deliverables from Section F.	Outstanding: 99+% of deliverables are timely and accepted on the first submission.  Excellent: 98% of deliverable are timely and accepted on the first submission  Good: 97% of deliverable are timely and accepted on the first submission  Satisfactory: AQL is met.  Unsatisfactory: < 95% of deliverables are timely and accepted on the first submission

# Provide Irregular Warfare Analysis Support [Weight: 80%]

**Desired Outcome:** JIDA has a mature, tailored layer of analysis of insurgent IED operational networks and operating patterns that will compliment layers produced by JIDA analytical and JCAST Teams, as well as responding directly to requirements from supported units.

Required Services: See Section C.4.2, Task 2 Provide Irregular Analysis Warfare Support (and optional Task 3 if exercised)

Required Services. See Sect			Wariare Support (and optional Task 3 if exercised)	
Performance Measures	Weighting (%)	Acceptable Quality Level (AQL)	Monitoring Method	Incentives/Deterrents
Operational Availability (Ao) of qualified deployed analyst	30%	100% of deployed analyst billets are filled with qualified staff, and all replacements are identified at least 10 days in advance.	The Government will identify time-phased staffing needs indicating the number and qualifications of deployed staff over time. The contractor fill rate will be monitored monthly and compared to the time-phased staffing needs. SRA will provide the Government summary data with details.	Outstanding: 100% of deployed analyst billets are filled with qualified staff and all replacements are identified at least 45 days in advance.  Excellent: 100% of deployed analyst billets are filled with qualified staff AQL is met, and all replacements are identified at least 30 days in advance.  Good: 100% of deployed analyst billets are filled with qualified staff AQL is met, and all replacements are identified at least 15 days in advance.  Satisfactory: AQL is met.  Unsatisfactory: Less than 100% Ao of qualified deployed analysts
Provide operationally relevant and timely operations-intelligence fusion, analytical support, and training integration to enable Combatant Commanders to attack threat networks. (JIEDDO 2012 Strategic Plan, Objective 2.2).	30%	99% of products and reports in the reporting period are delivered within the Latest Time of Value (LTOV).	SRA will monitor the date of submission of products and reports compared to the agreed LTOV, and provide a monthly summary report to the government at IPR.	Outstanding: 100% on time products and reports in the reporting period.  Satisfactory: AQL is met.  Unsatisfactory: Less than 99% of products and reports in the reporting period delivered within LTOV

RFS Quality	30%	Quantitative (50%): 90% of RFS products receive a good/minor issue rating. 90% of RFS products and are entered in COSE.  Qualitative Performance goal (50% of metric score): The contractor uses appropriate information sources, classified and unclassified, to identify insurgent networks involved with improvised explosive devices. RFS deliverables contain analysis which empowers the requestor to take action, whether strategic or tactical. Deliverables provide keen insight into insurgent activities and unconventional warfare.	Audits are conducted by MID SETA staff on RFS products to evaluate compliance with JIDA and IC classification standards, compliance with COIC templates and processes, and data entry in COSE and the RFS tracker. RFS products are color coded from Red (critical defects) to Green (no issues). Reports are provided to MID monthly for review.	Outstanding: 96% of RFS products receive a good/minor issue rating. 96% of RFS products are entered in COSE.  Excellent: 94% of RFS products receive a good/minor issue rating. 94% of RFS products are entered in COSE.  Good: 92% of RFS products receive a good/minor issue rating. 92% of RFS products are entered in COSE.  Satisfactory: AQL is met.  Unsatisfactory: Less than 90% of RFS products receive a good/minor issue rating and are entered in COSE.
Intelligence Oversight Compliance	10%	All contractors shall comply with MID Intelligence Oversight procedures when handling US persons information, including informing government supervision and execution of the MFR process when US persons data is identified. Contractors shall complete Intelligence Oversight training at least twice per year. One of these training events shall be the JIDA online (SIPRnet) Intelligence Oversight training course. The second event may be either a repeat of the JIDA online course, or an SRA-created refresher course. This course may be either classroom training or PowerPoint slides to accommodate both CONUS and deployed personnel.	SRA PM will provide statistics to the TPOC and COR for compliance on the JIDA online course. SRA PM will make alternate training methods such as classroom or PowerPoint slides available to government/military personnel for audit. Government will monitor compliance of SRA contractors with all Intelligence Oversight procedures. Contractor will report all use of USPERS information to their government chain of command.	Outstanding: All contractors trained every six months, no incidents of IO non-compliance from COIC MID IO procedures during production  Excellent: 96% or more of contractors trained every six months and/or one incident of IO non-compliance  Unsatisfactory: Less than 96% of contractors trained every six months and/or two or more incidents of IO non-compliance.

# Transition In and Transition Out [Weight: 10% or 0%]

**Desired Outcomes:** JIDA IWA Support is continued in a controlled and deliberate manner throughout transition. Steady-state operations are resumed within 30 days of task order award and the end of task transition is planned and managed.

Required Services: See Section C.4.4, Task 4, Provide Transition In and Transition Out

D 4 14	Performance	D 4 15	D 4 15	D 4
Performance Measures This Performance Measure is in effect only during the first award period after task order award. Achieve steady state operations within 30 days after award of the task order.  Offeror propose definition of steady state operations, entrance and exit criteria, and the schedule milestone to achieve. In general, a steady state operation is intended to be the milestone in which all performance measures are in force.	Measures  100% in period one	Offeror propose for Government approval	Offeror propose for Government approval	Offeror propose Incentives & Deterrents for Government approval
This Performance Measure is in effect only during the last 6 months of the task order period of performance.  The Contractor shall ensure a smooth transition to a new Contractor with no disruption to vital Government business.	100% in final period	100% of Transition Deliverables on time	SRA will provide the summary data with details available to the Government to allow monitoring and validation each month at the IPR	Incentive: Outstanding – 15 days early Excellent – 10 days early Good – 5 days early Satisfactory: AQL is met.  Deterrent: Unsatisfactory: 1 or more Transition Deliverables not delivered on time

# SECTION D - PACKAGING AND MARKING

NOTE: Section D of the contractor's OPS Basic Contract is applicable to this TO and is hereby incorporated by reference.

# SECTION E - INSPECTION AND ACCEPTANCE

NOTE: Section E of the contractor's OPS Basic Contract is applicable to this TO and is hereby incorporated by reference.

# F.1 FAR 52.252-2 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <a href="https://www.acquisition.gov/far">https://www.acquisition.gov/far</a>

52.242-15 STOP-WORK ORDER (AUG 1989) 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

## F.2 PLACE OF PERFORMANCE

The contractor shall provide CONUS services on-site at the JIDA offices in the northern Virginia area. The contractor shall also provide deployed services OCONUS into Hazardous Duty/Combat Zones. JIDA provides analytical support to deployed combat forces through the main analytical element in CONUS and forward elements positioned as requested by the COCOMs and directed by JIDA. The contractor shall serve in JIDA's analytical teams, deployed JCAST, and U.S. Special Forces Groups and provide reach-back and the rotational base for the forward element. Exact deployment places of performance and time-phased staffing needs and qualifications are classified and will be identified by the COR as appropriate. See Section H of the OPS Services IDIQ contract for deployment requirements.

Travel to various CONUS and OCONUS sites will be required. Temporary duty OCONUS travel to Hazardous Duty/Combat Zones will not exceed 15 calendar days, excluding travel days. Information concerning COIC and JIDA policies on Temporary Duty travel and Rest & Recuperation (R&R) as well as templates, standard operating procedures, Operations Orders (OPORDs), Fragmentary Orders (FRAGOs), guidance documents, and other promulgated directives is contained in the COIC Reference Center also located on the COIC Portal (see Section J for access information).

### F.2.1 WORK HOURS

The work profile for this task order is different for CONUS and OCONUS. The contractor shall comply with the work profile as follows.

<u>CONUS (COIC)</u> - While on duty in the United States, the contractor shall perform the services required under this Performance Work Statement (PWS) during a normal 40-hour workweek that includes the core hours of 0900 – 1530 hours. The contractor will be required to staff two 8-hour shifts, 0600-1400 and 1400-2200. The contractor may be required to provide labor hours in excess of 40 hours per work week to include holiday, weekends, and/or during irregular times and shifts based upon operations and exercises which may require 24/7 support. The contractor shall provide work beyond 40 hours per week only when directed by the FEDSIM CO and COR. All overtime work must be approved in advance by the FEDSIM CO and COR IAW FAR 22.103-3. The Contractor shall request overtime in writing and the FEDSIM CO and COR must approve. The contractor may also be required to travel or work on weekends.

# SECTION F – DELIVERABLES OR PERFORMANCE

<u>OCONUS</u> - While on periods of deployed duty to Hazardous Duty/Combat Zones with U.S. forces, a standard 84-hour work week shall be observed as required by the supported unit commander. See the COIC Reference Center for additional information.

### F.3 PERIOD OF PERFORMANCE

The period of performance for this TO is as follows:

Base Period:	28 September 2012 through 27 September 2013
Option Period 1	28 September 2013 through 27 September 2014
Option Period 2	28 September 2014 through 27 September 2015
Option Period 3	28 September 2015 through 27 September 2016
Option Period 4	28 September 2016 through 27 September 2017

### F.4 TASK ORDER SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by the TPOC and FEDSIM COR to monitor timely progress under this TO. The Contractor shall provide deliverables as identified in the following table. All deliverables shall be provided to the TPOC and FEDSIM COR using Microsoft Office 2007 or later formats. All deliverables shall be in a contractor-developed, Government-approved format and shall be provided electronically unless otherwise indicated or agreed to in advance.

The following abbreviations are used in this schedule:

NLT: No Later Than TOA: Task Order Award

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

The contractor shall deliver the deliverables listed in the following table:

Milestone/Deliverable	Deliverable	PWS	Planned Completion Date
	Number	Reference	
Project Start (PS)			At TOA
Copy of TO (initial award and		F.6	Within 10 workdays of award
all modifications)			
Annual Contractor Manpower	01	C.4.1.1	Appually on 21 October
Report	01	C.4.1.1	Annually on 31 October
Kick off Meeting Agenda	02	C.4.1.2	3 workdays before kickoff
			meeting
Kick-Off Meeting		C.4.1.2	Within 10 workdays of TOA
Trip Reports	03	C.4.1.3	Within 20 calendar days after a
			trip
Monthly Status Report (MSR)	04	C.4.1.4	15 <sup>th</sup> of the month
Integrated Progress Review	05	C.4.1.5	Monthly
(IPR)			
Project Management Plan	06	C.4.1.6	TOA + 30 calendar days,
(PMP)			update as needed

# SECTION F – DELIVERABLES OR PERFORMANCE

Milestone/Deliverable	Deliverable Number	PWS Reference	Planned Completion Date
Integrated Master Schedule (DI-MGMT-81650)	07	C.4.1.6	TOA + 30 calendar days, update as needed
Technical Reports and Briefings	08	C.4.1.7 C.4.1.8 C.4.2	By LTOV as stated in RFS or specified by TPOC
Transition In Plan and Updated Time-phased Labor Mix	9	C.4.4.1	TOA + 12 workdays
Transition-out Plan	10	C.4.4.2	60 calendar days prior to end of POP
Final Technical Report	11	C.4.4.2	30 calendar days prior to end of POP
Smart Book/Turnover Binder	12	C.4.4.2	30 calendar days prior to end of POP

JIDA will establish a centralized website/integrated data environment (i.e., Deliverable Library) for collection and retrieval of all non-proprietary data required under this task order. The Deliverable Library will be accessible by the contractor and by the JIDA Government-Industry team on the SLAN (Secret) and TLAN (Top Secret) networks. The contractor shall use this Deliverable Library for posting all non-proprietary deliverable items and other informational products. The contractor shall make the maximum use of existing data and provide maximum multiple use of technical information in developing information that shall be furnished to the Government. Deliverables shall be compatible with JIDA information systems and delivery schedules shall be coordinated with other JIDA schedules.

### F.5 DELIVERABLES MEDIA

The Contractor shall deliver all virus-free electronic versions by email and CD-ROM as well as placing in the JIDA designated repository. Unless otherwise specified in individual task orders, identified below are the required electronic formats, whose versions must be compatible with the latest (MS Office 2003 or later) available version on the market.

Text Microsoft Word
 Spreadsheets Microsoft Excel
 Briefings Microsoft PowerPoint
 Drawings Microsoft Visio
 Schedules Microsoft Project

### SECTION F – DELIVERABLES OR PERFORMANCE

# F.6 PLACE(s) OF DELIVERY

Unclassified deliverables and correspondence shall be delivered to the FEDSIM COR and JIDA TPOC indicated in Section G.2. All classified correspondence and deliverables shall be delivered to the **TPOC only**, with notification to the COR as to titles of deliverables and dates of delivery. Further guidance regarding the classification of deliverables and the appropriate distribution method for deliverables will be given at the Task Order Kick-Off Meeting.

# F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)

The contractor shall notify the task order FEDSIM COR and JIDA TPOC via a Problem Notification Report [PNR] as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery and the project impact of the late delivery. The task order FEDSIM COR and the JIDA TPOC will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including but not limited to termination.

# F.8 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the CO's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

# SECTION G – CONTRACT ADMINISTRATION DATA

## **G.1** INVOICE SUBMISSION

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Task Order Number: (from GSA Form 300, Block 2)

Paying Number: (ACT/DAC NO.) (From GSA Form 300, Block 4)

FEDSIM Project Number: DE00606

Project Title: Irregular Warfare Analysis Support

The contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment. The contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category.

The contractor shall submit task order invoices as follows:

The contractor shall utilize FEDSIM's electronic Tracking and Ordering System (TOS) to submit invoices. The contractor shall submit invoices and all backup information (e.g., receipts as required) electronically by logging onto the following link (requires Internet Explorer to access the link):

# https://portal.fas.gsa.gov

Select Vendor Support, log in using your assigned I.D. and password, then click on Create Invoice. The TOS Help Desk should be contacted for support at 877-472-4877 (toll free). By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. However, the Contractor shall provide an electronic copy of the invoice (draft or final) to both the JIDA TPOC and the FEDSIM COR listed in the task order prior to submission in TOS.

# G.1.1 INVOICE REQUIREMENTS

# G.1.1.1 Cost Plus Award Fee (CPAF) CLINS

For CPAF tasks, the contractor may invoice monthly on the basis of cost incurred for the CPAF CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section B) and contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- Employee name (current and past employees)
- Employee contractor mapped labor category
- Employee Basic Contract labor category

# SECTION G – CONTRACT ADMINISTRATION DATA

- Monthly and total cumulative hours worked
- Dates Labor was Performed (range during invoice period)
- Monthly and total cumulative employee labor costs, associated overhead and G&A (if applicable), Billing rate
- Corresponding Basic Contract ceiling rate
- Cost incurred not billed

All cost presentations provided by the contractor shall also include Overhead Charges, and General and Administrative Charges. Excel spreadsheet submissions shall be required where contractor's billing system does not adequately accommodate this breakdown.

The Government will promptly make payment of any award fee upon the submission, by the contractor to the FEDSIM Contracting Officer's Representative (COR), of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without issuing a Task Order modification if funds have been obligated for the award fee amount. The contractor shall attach the AFDO/CO determination letter to the public voucher and/or invoice.

# G.1.1.4 Firm Fixed Price (FFP) CLINS

For FFP tasks, the contractor may invoice as stated in the task order proposal for the FFP CLINs. The invoice shall include the period of performance/deliverable or progress payment period covered by the invoice and the CLIN number and title. All costs shall be reported by CLIN element and shall be provided for the current invoice and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

## G.1.1.5 Tools and Other Direct Costs (ODCs) CLINS

For tools and ODCs, the contractor may invoice monthly on the basis of cost incurred. The invoice shall include the period of performance covered by the invoice, the CLIN number and title. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

- Tools and/or ODCs purchased
- Hardship and Danger Pay
- Geographic Location of employees entitled to Hazard, Hardship or Danger Pay
- Consent to Purchase number or identifier
- Date accepted by the Government
- Associated CLIN
- Project to date totals by CLIN
- Cost incurred not billed
- Remaining balance of the CLIN

All cost presentations provided by the contractor shall also include Overhead Charges, and General and Administrative Charges (if applicable).

# G.1.1.6 Travel CLINS

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the FTR. Long distance travel is defined as travel over 50 miles. Local travel is billed as an ODC and does not include considerations for contractor staff members' daily commute. The invoice shall include the period of performance covered by the invoice, the CLIN number and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

<u>CLIN/Task Total Travel</u>: This invoice information shall identify all <u>cumulative</u> travel costs billed by CLIN/Task for the current and previous periods of performance. The <u>current</u> invoice period's travel detail shall include separate columns and totals and include the following:

- Travel Authorization Request number or identifier
- Current invoice period
- Names of persons traveling
- Number of travel days
- Dates of travel for each employee
- Number of days per diem charged
- Per diem rate used
- Total per diem charged
- Transportation costs
- Total charges

All cost presentations provided by the contractor shall also include Overhead Charges and General and Administrative Charges (if applicable).

## **G.2** CONTRACTING OFFICER

**GSA FEDSIM** 

ATTN: Brenda Cockrell

1800 F. Street NW, Suite 3100

Washington, DC 20405 Telephone: (202) 329-3171 Email: brenda.cockrell@gsa.gov

# G.3 JIDA TECHNICAL POINT OF CONTACT (TPOC)

Client Technical Point of Contact (Technical) TPOC:

Clint Mundinger Special Operations Branch 5000 Army Pentagon Washington, DC 20310-5000

Telephone: 703 259-4164

Email: clint.mundinger@jieddo.mil

# SECTION G - CONTRACT ADMINISTRATION DATA

Client Business Point of Contact (Business) TPOC:

Mark Libby 5000 Army Pentagon Washington, DC 20310-5000 Telephone: 703 272-4762

Email: mark.libby@jieddo.mil

# G.3.1 TECHNICAL POINT OF CONTACT (TPOC) RESPONSIBILITIES

The Contracting Officer will appoint Technical Points of Contact (TPOCs) to act in coordination with the Contracting Officer's Representative, to monitor the Contractor's performance to ensure that all of the technical and business requirements under the contract are met. The TPOCs will provide technical guidance for technical phases of the work. The TPOC will provide no supervisory or instructional assistance to Contractor personnel.

The TPOC is not authorized to change any of the terms and conditions, scope, schedule or price of the Contract or the individual Task Orders. Changes in the scope of work will be made only by the CO via properly executed modifications to the contract.

# G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

**GSA FEDSIM** 

ATTN: Carrissa Comfort, COR

Rm 3100, 1800F St. NW Washington, DC 20405 Telephone: (703) 605-3647

Email: carrissa.comfort@gsa.gov

# G.4.1 CONTRACTING OFFICER REPRESENTATIVE (COR)

The CO will appoint a COR in writing for each TO. The COR will receive, for the Government, all work called for by the TO and will represent the CO in the technical phases of the work. The COR will provide no supervisory or instructional assistance to contractor personnel.

The COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the Contract or the TO.

NOTE: Section H of the contractor's OPS Basic Contract is applicable to this TO and is hereby incorporated by reference. In addition, the following applies:

# H.3 TRAVEL

# H.3.1 TRAVEL REGULATIONS

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulations (FTR) prescribed by the GSA, for travel in the contiguous U.S.
- b. Joint Travel Regulations (JTR), Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

# **H.3.2 TRAVEL AUTHORIZATION REOUESTS**

Before undertaking travel to any Government site or any other site in performance of this Contract, the Contractor shall have this travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long distance travel, the Contractor shall prepare a Travel Authorization Request for Government review and approval. Long distance travel will be reimbursed for cost of travel comparable with the JTR.

Requests for travel approval shall:

- a. Be prepared in a legible manner.
- b. Include a description of the travel proposed including a statement as to purpose.
- c. Be summarized by traveler.
- d. Identify the TO number.
- e. Identify the CLIN associated with the travel.
- f. Be submitted in advance of the travel with sufficient time to permit review and approval.

The Contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

# **H.3.3 TRAVEL ARRANGEMENTS**

Travel arrangements shall be in accordance with task order requirements. Contract personnel may require a theatre business clearance for some Outside the Contiguous United States (OCONUS) locations. Reimbursement for the cost of lodging and incidental expenses shall be considered to be reasonable and allowable to the extent that reported actual cost do not exceed the rates and amounts allowed in accordance with the law, Federal Travel Regulation (FTR), Joint Travel Regulation (JTR), Department of State Standardized Regulations (DSSR), local command policy PAM 715-16 and AR 715-9, when applicable.

Using government funds to pay for premium-class travel (first and business) is strictly forbidden except under certain circumstances. Exceptions for the use of premium-class travel must be approved in writing by the TPOC or COR prior to the departure of travel.

Contractors are required to register all travelers into the Synchronized Predeployment & Operational Tracker (SPOT) as the single source to track deployed contractor personnel supporting DoD military operations worldwide. When approved and signed by the contracting officer a Letter of Authorization (LOA) will be generated.

Contract personnel may require a theatre business clearance for some OCONUS locations. The contractor shall be required to prepare/obtain all necessary paperwork, documentation and/or permits that may be required such as Analytical Support Status Accreditation (ASSA) under Article 72 or 73 of the SA NATO SOFA IAW AE Reg 715-9 or visas, if required. Letters of accreditation/identification, authorizing contractor travel and privileges, may be provided.

# H.3.3.1 FLAT RATE PER DIEM FOR LONG TERM TDY

In order to encourage contractors to take advantage of cost saving opportunities available for long term travel, contractors performing TDY for more than 30 days in one location (CONUS and OCONUS) will receive a flat rate per diem. The following rules apply:

- On the travel day to the TDY location, the contractor receives up to 100% lodging per diem at the locality rate and 75% meals and incidental expenses (M&IE).
- For long-term TDY lasting 31 -180 days (in a single location), the authorized flat rate is 75% of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location.
- For long-term TDY of 181 days or greater (in a single location), the authorized flat rate is 55% of the locality rate (lodging plus meals and incidental expenses (M&IE)) payable for each full day of TDY at that location. Normally, TDY over 180 days is prohibited, but may be authorized at a very senior level when justified.
- When using a flat rate per diem, contractors are not required to submit a lodging receipt but are required to validate to the TPOC and COR that they did incur lodging costs.

If the contractor is unable to find suitable commercial lodging at the reduced per diem rate they should contact the TPOC. If both the contractor and the TPOC determine that lodging is not available at the reduced per diem rate, the COR may then authorize actual cost lodging (not to exceed the locality per diem rate). However, the contractor will receive M&IE at the reduced rate (75% for TDY of 31-180 days and 55% for TDY of 181+ days).

# **H.3.4 RELOCATION**

Contractor personnel assigned to overseas installations are eligible for reimbursement at cost for relocations. Relocation covers the expense of relocating existing contractor employees to new work locations and relocating new contractor staff to their work locations overseas. A Relocation Plan for each contractor relocated identifies the costs the government agrees to pay and also identifies a service commitment (FAR Subpart 31.205-35 Relocation costs (d)) the transferring contractor employee or new-hire makes in return for the relocation expenses being paid to the location. A three-year service commitment or service through the Task Order End Date, if the remaining PoP is less than three years, must be satisfied for reimbursement of relocation costs back to the employee home of record (repatriation).

The TPOC and COR must pre-approve estimated direct costs associated with repatriation to the contractor employee's home of record and are subject to the following:

- Expenses incurred relocating transferring contractor employees or new-hires among user sites are paid if the TPOC and COR agree that the relocation is advantageous to the Government.
- JIDA requests the contractor employee's removal from his/her position for reasons other than performance (e.g., the position is no longer needed).

The TPOC and COR will not approve reimbursement of costs associated with relocation of contractor employees back to the employee home of record in cases where:

- The contractor employee leaves before satisfying the three-year minimum commitment or termination of the requirement, whichever occurs first.
- The Contractor removes a contractor employee from an assignment at a JIDA site for cause (e.g., poor performance or violation of SOFA or local base rules and regulations).

## **H.3.5 RELOCATION COSTS**

Contractor costs for relocation will be reimbursed at the limits set in the regulations identified in Section H.2.1 above (see FAR 31.205-35 & FAR 31.205-46):

Relocation costs shall be based on actual costs (plus handling charge) incurred in accordance with the Department of State Standardized Regulations (DSSR). The itemized expense statement and receipts shall accompany claims for reimbursement. The costs shall be determined reasonable and allowable to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel.

It is intended that these costs will be paid by the government only in conjunction with an OCONUS assignment where the contracted assignee has agreed to serve in such assignment for a minimum period of three years or termination of the requirement, whichever occurs first. In the event of early termination of the assignment by the contracted assignee all non-salary costs associated with the overseas assignment will default to the contractor and the government will be reimbursed for any previous payments.

<u>Permanent Change of Station (PCS)/Repatriation Costs:</u> Contractors moving in or out of new locations on the task order will only be reimbursed for 30-days of temporary lodging status in the immediate area of the location and 30-days of rental car use. Rates can be found at Defense Travel

Management Office website [http://www.defensetravel.dod.mil/site/perdiemCalc.cfm]. The government will only pay for one permanent change of station (PCS) and Repatriation move for each contractor employee position. Contractors will be liable for all PCS and Repatriation costs associated with the replacement of an approved contractor employee.

<u>Household Goods:</u> Costs for Household Goods transportation, up to 18,000 lbs and one (1) Privately Owned Vehicle (POV) will be reimbursed.

All relocation costs above will not exceed \$30,000.00 (includes car rental costs for PCS/Repatriation)

# **H.3.6 OTHER ALLOWANCES**

Cost Of Living Allowance (COLA): Contractor personnel are authorized to receive a COLA to reimburse for certain excess costs and to compensate for serving at a location where the cost of living (excluding the cost of quarters and the cost of eligible family members' education) is substantially higher than in the Washington, DC, area. This allowance is based on a percentage of spendable income and varies by location, salary and number of dependents. The example calculation below provides more detail.

<u>Example COLA Calculation:</u> A Contractor with Annual Base Salary of \$125,000 and a family of three located in Stuttgart Germany would receive \$10,220 in Annual COLA. (See Steps Below)

# Step 1.

Using the DoS website [http://aoprals.state.gov/Content/Documents/SpendableIncome.pdf] find the Annual Spendable Income for the Annual Base Salary of \$125K with a family size of three on the "Annual Spendable Income by Salary and Family Size Table." This amount is \$51,100.

<u>Step 2.</u> Using the DoS website [http://aoprals.state.gov/Web920/cola.asp] find the DoS Post (Cost of Living) Allowance Percentage of Spendable Income Rate for Stuttgart Germany. This amount is 20%.

<u>Step 3.</u> Calculate the COLA by multiplying the Annual Spendable Income (\$51,100) times the Percentage of Spendable Income Rate (20%) to get the Annual COLA amount (\$10,220). [\$51,100 \* .20 = \$10,220]. This amount will vary according to location, date, and annual salary entries. Example date is effective 1/26/2014.)

Annual Living Quarters Allowance (LQA): The LQA is intended to cover the contractor's costs for rent, heat, lights, fuel, gas, electricity, water, and certain other fees. The amount of the LQA is calculated on the basis of location and with or without dependents rates. Reimbursement will be based on actual cost and will not exceed the applicable Group 3 rates as outlined in the "Annual Living Quarters Allowance In U.S. Dollars (DSSR 130) Rates." These rates may be found at DoS Website [http://aoprals.state.gov/Web920/lqa\_all.asp?MenuHide=1]

Education Allowances: The education allowances are intended to provide contractor children with an education comparable to the education they would receive at a public school in the United States. The amounts will not exceed the Average DODDS-Europe School Year Tuition Rates K-12th Grade and are only available if there are school age dependents in country. These rates may be found at Defense Travel Management Office website, [http://www.dodea.edu/Europe/enrollment/payment.cfm].

No other costs, allowable or not, shall be considered for JIDA overseas permanent assignments.

## H.6 PERSONNEL

## H.6.1 KEY PERSONNEL

The following are the minimum personnel who shall be designated as "Key." The contractor shall propose appropriate labor categories for these positions. The Government does not intend to dictate the composition of the ideal team to perform this TO. Therefore, the Government encourages and will evaluate additional Key Personnel as proposed by the offeror.

• Task Order Project Manager (TOPM)

Key Personnel may be replaced or removed subject to the OPS Basic Contract, Section H, Special Contract Requirements, Key Personnel Substitution.

The Government desires that Key Personnel be assigned for the duration of the TO.

## **Task Order Project Manager**

The TOPM shall serve as the contractor's single task order manager and shall be the contractor's authorized interface with the Government CO and COR for the task order. The TOPM shall be responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. The TOPM is responsible for overall task order performance.

The TOPM must possess a current Top Secret clearance with current Sensitive Compartmented Information (SCI) determination reflected in Joint Personnel Adjudication System (JPAS).

It is desired that the TOPM have the following qualifications:

- Possess an active Project Management Institute (PMI) Program Management Professional (PMP) certification and/or Defense Acquisition Workforce Improvement Act (DAWIA) Level III Program Management certification
- Experience and ability to serve as the contractor's task order manager and represent the contractor in communications with the Government's CO, COR, and TPOC
- Experience and ability to effectively direct and manage contract functions involving multiple, complex and interrelated project tasks
- Long-term experience providing analytical support in an intelligence environment supporting military customers
- Experience and ability to formulate and review task plans and deliverable items, and effectively execute in accordance with approved plans
- Specific unconventional warfare and/or Special Forces training/experience is highly desirable

#### H.6.2.1 GENERAL PERSONNEL SECURITY REQUIREMENTS

All work under this task order is expected to take place in a JIDA designated space. As a result, all contractor personnel are required to:

- a. Have undergone an Single Scope Background Investigation (SSBI) or Single Scope Background Investigation Periodic Review (SSBI-PR) within the last five (5) years that was favorably adjudicated;
- b. Have no break, greater than 24 months, in military service, federal civilian employment or access to classified information under the Industrial Security Program;
- c. Possess a current Top Secret security determination;
- d. Possess a Sensitive Compartmented Information determination reflected in JPAS.

In order to report to COIC designated spaces for the first day of employment, contractor personnel must possess a current TS clearance with a SCI determination reflected in JPAS and be formally nominated by their company's security office to be indoctrinated into SCI programs.

If any contracted personnel are *unable to obtain* a Top Secret clearance with access to SCI within 30 calendar days of initiating support under this task order, the contractor shall:

- a. Notify the Government; and
- b. Terminate billing for the employee against the task order.

Furthermore, if any contracted personnel employed by the contractor in support of this task order *fail to maintain* the required security clearance or access, the contractor shall:

- a. Notify the government of this discrepancy; and
- b. Remove the employee from the COIC designated site; and
- c. Terminate billing for the employee against the task order.

#### H.54 AWARD FEE

Refer to the Award Fee Determination Plan (AFDP) at Section J, Attachment E for further information.

#### H.54.1 ESTABLISHMENT AND DETERMINATION OF AWARD FEE

The award fee dollar pool will be established upon award of the TO. The Government reserves the right to adjust these amounts to reflect any change in the estimated cost for the task order's base period or option years. The amount of Award Fee that can be earned cannot exceed TBD % (as proposed by the contractor and agreed to by the Government) of the estimated labor cost established for each CPAF CLIN.

The Government will, at the conclusion of each specified evaluation period(s), evaluate the contractor's performance for a determination of award fee earned. The contractor agrees that the determination as to the amount of the award fee earned will be made by the Government AFDO and such determination is binding on both parties and shall not be subject to the "Disputes" clause or to any board or court.

The evaluation of contractor performance will be in accordance with the AFDP (Section H.2.2). The Government will promptly advise the contractor in writing of the determination and reasons why any award fee was not earned. The contractor may submit a self-evaluation of performance for each period under consideration. While it is recognized that the basis for the determination of the fee will be the evaluation by the Government, any self-evaluation which is received within ten work days after the end of the period being evaluated may be given consideration as deemed appropriate by the Award Fee Evaluation Board (AFEB). Any cost associated with the development and presentation of a self-evaluation will not be allowed as a direct cost to this TO.

There will be no provisional payments of award fee during the TO.

## H.54.2 AWARD FEE DETERMINATION PLAN (AFDP)

An AFDP will be established by the Government based on the objectives and concerns provided in the TO request and the contractor-provided solutions. The AFDP will include the criteria used to evaluate each area and the percentage of award fee available for each area. The initial plan will be finalized NLT 15 workdays after TO award date.

The AFDP may be revised unilaterally by the Government at any time during the period of performance. The Government will make every attempt to provide changes to the contractor 15 workdays prior to the start of the evaluation period to which the change will apply. The AFDP may be reevaluated each evaluation period, with input from the contractor.

The Government may, at its option, unilaterally revise the plan to include metrics gathered from the re-evaluation to be applied in future award fee periods.

## H.54.3 DISTRIBUTION OF AWARD FEE

Award Fee will be distributed in accordance with the AFDO determination and the AFDP (Section J, Attachment E). If the Government initiates any action that impacts the contractual scope of work and/or schedule pursuant to the "changes" clause or other pertinent provisions of the TO, the maximum award fee available for payment for any evaluation periods impacted will be modified as negotiated between the parties.

## H.55 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 United States Code (U.S.C.) 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations CFR 1194. The contractor shall identify all EIT products and services proposed, identify the technical standards applicable to all products and services proposed and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

#### H.56 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in FAR 52.227-14 apply.

## H.57 OPERATION OF SURGE SUPPORT (TASK 3) NTE CLINs 2002, 3002, and 4002

As specified in Section C.4.3 Task 3 – Irregular Warfare Analysis Surge Support, the contractor shall provide the required surge capacity and support within the NTE amount. Pursuant to Section B, Surge Support (Task 3) is administered under NTE CLINs X002. The Government will operate under the Surge Support CLINs as outlined in this section. The contractor will receive a surge requirement from the Contracting Officer (CO) when a surge requirement occurs. This requirement will come to the contractor in writing and will include: 1) a brief outline of the requirement, 2) the surge CLIN subtask area the requirement supports, 3) any due dates for deliverables or milestones, and 4) the need date for a technical and cost proposal from the contractor.

The surge occurrences will be based on individual circumstances. The contractor shall not provide technical support outside the scope of this task order and shall only use the labor categories within the JIDA OPS IDIQ contract. The use of higher skilled personnel to perform these duties shall be approved by the Government before incurrence. Deliverables for these efforts may include technical presentations, reports, and other technical products. This surge CLIN will remain separate from the mandatory labor tasks and be used when warranted and approved by the CO.

#### The contractor shall:

- In response to the requirements package provided by the CO, the contractor shall provide a technical and cost estimate (within the NTE amount) to the CO showing the proposed labor categories, numbers of hours by labor category, the labor rate for each labor category, and proposed costs for the support. The contractor shall propose ODC costs, if any, for the support along with justification supporting the need for the ODC(s).
- Due to the critical nature of the surge requirement, the contractor is expected to provide its technical and cost proposals within the period requested by the CO. If the contractor cannot provide the proposals by the requested due date, then the contractor will submit a written request for an extension that will include the earliest possible date for proposal submission and the justification supporting the request.

NOTE: Section I of the contractor's OPS Basic Contract is applicable to this TO and is hereby incorporated by reference. In addition, the following applies:

## I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1988)

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the CO will make their full text available. Also, the full text of a provision may be accessed electronically at:

FAR website: https://www.acquisition.gov/far

## I.1.1 FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

Clause No	Clause Title	Date
52.202-1	Definitions.	Nov 2013
52.203-5	Covenant Against Contingent Fees.	May 2014
52.203-7	Anti-Kickback Procedures.	May 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	Aug 2011
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Aug 2013
52.211-5	Materials Requirements	Aug 2000
52.212-4	Contract Terms and Conditions-Commercial Items.	May 2015
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 2010
52.215-12	Subcontractor Cost or Pricing Data	Oct 2010
52.215-13	Subcontractor Cost or Pricing Data – Modifications	Oct 2010
52.215-14	Integrity of Unit PricesAlt 1	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2010
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Jul 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications  Alt III  Alt IV	Oct 2010 Oct 1997 Oct 2010
52.215-23	Limitation on Pass Through Charges	Oct 2009
52.216-7	Allowable Cost and Payment	Dec 2002
52.216-10	Incentive Fee.	Jun 2011
52.219-9	Small Business Subcontracting Plan - Alt III	Jan 2011
52.219-16	Liquidated Damages—Subcontracting Plan	Jan 1999
52.222-54	Employment Eligibility Verification	Jan 2009
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.227-1	Authorization and Consent	Dec 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Dec 2007

Clause No	Clause Title	Date
52.227-3	Patent Indemnity	Apr 1984
52.227-14	Rights In Data – General Alternate II	Dec 2007
52.227-16	Additional Data Requirements	Jun 1987
52.227-17	Rights In Data Special Works	Jun 1987
52.227-21	Technical Data Declaration Revision and Withholding of Payment – Major Systems	Dec 2007
52.228-7	Insurance—Liability to Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Oct 2010
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Oct 2008
52.230-6	Administration of Cost Accounting Standards	Jun 2010
52.232-1	Payments	Apr 1984
52.232-17	Interest	Oct 2008
52.233-1	Disputes – Alt I	Jul 2002
52.233-3	Protest After AwardAlt I	Jun 1985
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-3	Penalties for Unallowable Costs	May 2001
52.242-4	Certification of Final Indirect Costs	Jan 1997
52.243-1	Changes – Fixed Price Alt 1	Aug 1984
52.243-2	Changes – Cost ReimbursementAlt 1	Aug 1984
52.243-6	Change Order Accounting	Apr 1984
52.244-2	SubcontractsAlt 1	Jun 2007
52.244-5	Competition in Subcontracting	Dec 1996
52.245-9	Use and Charges	Jun 2007
52.249-2	Termination for Convenience of the Government (Fixed Price)	May 2004
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.249-14	Excusable Delays	Apr 1984

#### **I1.2 FAR CLAUSES IN FULL TEXT**

## 52.217-8 OPTION TO EXTEND SERVICES.

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT.

Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *five years*, *six months*.

(End of clause)

# 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS.

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May 2015)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (<u>19 U.S.C. 3805 note</u>)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- $\sqrt{\phantom{a}}$  (1) <u>52.203-6</u>, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (<u>41 U.S.C. 4704</u> and <u>10 U.S.C. 2402</u>).
- $\sqrt{\phantom{0}}$  (2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Apr 2010) (<u>41 U.S.C. 3509</u>)).
- $\sqrt{\phantom{0}}$  (3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- $\sqrt{\phantom{0}}$  (4) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).

(5) [Reserved]. (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C). (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).  $\sqrt{(8)}$  52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note). (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313). \_\_\_(10) [Reserved]. (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). (ii) Alternate I (Nov 2011) of 52.219-3. (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). (ii) Alternate I (JAN 2011) of 52.219-4. (13) [Reserved] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644). (ii) Alternate I (Nov 2011). (iii) Alternate II (Nov 2011). \_\_(15)(i) <u>52.219-7</u>, Notice of Partial Small Business Set-Aside (June 2003) (<u>15 U.S.C. 644</u>). (ii) Alternate I (Oct 1995) of 52.219-7. (iii) Alternate II (Mar 2004) of 52.219-7. (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)). (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)). (ii) Alternate I (Oct 2001) of 52.219-9. (iii) Alternate II (Oct 2001) of 52.219-9.

- \_\_(iv) Alternate III (Oct 2014) of <u>52.219-9</u>.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (20) <u>52.219-16</u>, Liquidated Damages-Subcontracting Plan (Jan 1999) (<u>15 U.S.C.</u> <u>637(d)(4)(F)(i)</u>).
- (21) <u>52.219-27</u>, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (<u>15 U.S.C. 657 f</u>).
- (22) <u>52.219-28</u>, Post Award Small Business Program Rerepresentation (Jul 2013) (<u>15 U.S.C.</u> <u>632(a)(2)</u>).
- (23) <u>52.219-29</u>, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (<u>15 U.S.C. 637(m</u>)).
- (24) <u>52.219-30</u>, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (<u>15 U.S.C. 637(m</u>)).
- $\sqrt{\ }$  (25) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755).
- $\sqrt{\phantom{0}}$  (26) <u>52.222-19</u>, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- $\sqrt{\phantom{0}}$  (27) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015).
- $\sqrt{(28)} = \frac{52.222-26}{}$ , Equal Opportunity (Apr 2015) (E.O. 11246).
- $\sqrt{(29)} = \frac{52.222-35}{52.222-35}$ , Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- $\sqrt{\phantom{0}}$  (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- $\sqrt{(31)}$  52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- $\sqrt{\phantom{0}}$  (32) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- $\sqrt{\phantom{0}}$  (33)(i) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O. 13627).
- \_\_(ii) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O. 13627).
- $\sqrt{}$  (34) <u>52.222-54</u>, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in <u>22.1803</u>.)

- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-13. (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-14. (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b). (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-16. (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513). (41) <u>52.225-1</u>, Buy American-Supplies (May 2014) (<u>41 U.S.C. chapter 83</u>). (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- \_\_(iv) Alternate III (May 2014) of <u>52.225-3</u>.
- (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_(44) <u>52.225-13</u>, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- \_\_(45) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302 Note</u>).
- \_\_(46) <u>52.226-4</u>, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (<u>42 U.S.C. 5150</u>).
- \_\_(47) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (48) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41 U.S.C.</u> <u>4505</u>, <u>10 U.S.C.</u> <u>2307(f)</u>).
- (49) <u>52.232-30</u>, Installment Payments for Commercial Items (Oct 1995) (<u>41 U.S.C. 4505</u>, <u>10 U.S.C. 2307(f)</u>).
- $\sqrt{}$  (50) <u>52.232-33</u>, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
- \_\_(51) <u>52.232-34</u>, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
- (52) <u>52.232-36</u>, Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>).
- √ (53) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>).
- \_\_(54)(i) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>).
- \_\_\_(ii) Alternate I (Apr 2003) of <u>52.247-64</u>.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- $\sqrt{(1)}$  (1) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- (2) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>).
- \_\_(3) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- (4) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- \_\_(5) <u>52.222-44</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).

- (6) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_(7) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (8) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).
- (9) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42</u> U.S.C. 1792).
- \_\_(10) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C. 5112(p)(1)</u>).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at <u>52.215-2</u>, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR <u>Subpart 4.7</u>, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Apr 2010) (<u>41 U.S.C. 3509</u>).
- (ii) <u>52.219-8</u>, Utilization of Small Business Concerns (Oct 2014) (<u>15 U.S.C. 637(d)(2)</u> and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.

- (iii) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause <u>52.222-17</u>.
- (iv) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015)
- (v) <u>52.222-26</u>, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) <u>52.222-35</u>, Equal Opportunity for Veterans (Jul 2014) (<u>38 U.S.C. 4212</u>).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) <u>52.222-37</u>, Employment Reports on Veterans (Jul 2014) (<u>38 U.S.C. 4212</u>)
- (ix) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause <u>52.222-40</u>.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi)
- $\sqrt{}$  (A) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627).
- (B) Alternate I (Mar 2015) of <u>52.222-50 (22 U.S.C. chapter 78 and E.O 13627</u>).
- (xii) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (xiii) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xv) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
- (xvi) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302 Note</u>).
- (xvii) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (xviii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## 52.222-35 EQUAL OPPORTUNITY FOR VETERANS.

Equal Opportunity for Veterans (Jul 2014)

- (a) Definitions. As used in this clause-
- "Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.
- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) ) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

# I.1.3 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS) CLAUSES INCORPORATED BY REFERENCE

CLAUSE NO.	CLAUSE TITLE	DATE			
252.204-7003	Control of Government Personnel Work Product	Aug 2013			
252.219-7003	52.219-7003 Small Business Subcontracting Plan (DOD				
	Contractors)				
252.227-7015	Technical Data-Commercial Items.	Feb 2014			
252.227-7019	Validation of Asserted Restrictions-Computer	Sep 2011			
	Software				
252.246-7001	Warranty of Data	Mar 2014			

### I.1.4 DFARS CLAUSES IN FULL TEXT

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.

CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2015)

## (a) Definitions. As used in this clause—

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Non-CAAF" means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

#### (b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in—

- (i) Contingency operations;
- (ii) Humanitarian assistance operations;
- (iii) Peace operations, consistent with Joint Publication 3-07.3; or
- (iv) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.
- (2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- (3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.
- (4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).
- (5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.
  - (c) Support.
- (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—
  - (A) The Contractor cannot obtain effective security services;
  - (B) Effective security services are unavailable at a reasonable cost; or
  - (C) Threat conditions necessitate security through military means.
- (ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.
- (2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
  - (iii) Medical or dental care beyond this standard is not authorized.
- (3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.
- (4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.
  - (d) Compliance with laws and regulations.
- (1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—
  - (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
  - (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
  - (3) The Contractor shall ensure that CAAF are aware—
- (i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;
- (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
- (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

- (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—
- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
- (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
- (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:
  - (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
- (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—
- (i) US Army Criminal Investigation Command at <a href="http://www.cid.army.mil/reportacrime.html">http://www.cid.army.mil/reportacrime.html</a>;
- (ii) Air Force Office of Special Investigations at <a href="http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522">http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522</a>;
- (iii) Navy Criminal Investigative Service at <a href="http://www.ncis.navy.mil/Pages/publicdefault.aspx">http://www.ncis.navy.mil/Pages/publicdefault.aspx</a>;
  - (iv) Defense Criminal Investigative Service at http://www.dodig.mil/HOTLINE/index.html;
  - (v) To any command of any supported military element or the command of any base.
- (7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or <a href="www.dodig.mil/HOTLINE/index.html">www.dodig.mil/HOTLINE/index.html</a>. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.
- (8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to—
- (A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;
  - (B) Receive agreed upon wages on time;
  - (C) Take lunch and work-breaks;

- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal host-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.
- (ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.
- (iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.
  - (e) Preliminary personnel requirements.
- (1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):
  - (i) All required security and background checks are complete and acceptable.
  - (ii) All CAAF deploying in support of an applicable operation—
- (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
- (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
  - (C) Have received all required immunizations as specified in the contract.
- (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
- (2) All other immunizations shall be obtained prior to arrival at the deployment center.
- (3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.

- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. For this purpose, CAAF are considered non-DoD contactor personnel traveling under DoD sponsorship.
- (v) All deploying personnel have received personal security training. At a minimum, the training shall—
  - (A) Cover safety and security issues facing employees overseas;
  - (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
  - (vii) Personnel have received law of war training as follows:
- (A) Basic training is required for all CAAF. The basic training will be provided through—
  - (1) A military-run training center; or
- (2) A web-based source, if specified in the contract or approved by the Contracting Officer.
- (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.
- (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—
- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
- (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States:

- (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and
- (iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).
- (v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.
  - (vi) Such employees will be provided victim and witness protection and assistance.
  - (f) Processing and departure points. CAAF shall—
- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;
  - (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
- (3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.
  - (g) Personnel data.
- (1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD(AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.
- (2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <a href="https://spot.altess.army.mil/privacy.aspx">https://spot.altess.army.mil/privacy.aspx</a> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

### (h) Contractor personnel.

- (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
- (2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander,

the Contracting Officer directs withdrawal due to security conditions.

- (3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.
- (4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).
  - (i) Military clothing and protective equipment.
- (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—
- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
  - (ii) Carry the written authorization with them at all times.
- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.
- (4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.
  - (j) Weapons.
- (1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.
  - (3) The Contractor shall ensure that its personnel who are authorized to carry weapons—
    - (i) Are adequately trained to carry and use them—
      - (A) Safely;

- (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
- (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
  - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922;
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;
- (iv) Comply with applicable Combatant Commander and local commander force-protection policies; and
- (v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.
- (l) *Purchase of scarce goods and services*. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
  - (m) Evacuation.
- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.
- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
  - (n) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

- (2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.
- (o) *Mortuary affairs*. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.
- (p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
- (q) *Subcontracts*. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in—
  - (1) Contingency operations;
  - (2) Humanitarian assistance operations;
  - (3) Peace operations consistent with Joint Publication 3-07.3; or
- (4) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

# 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States.

# ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

- (a) *Definition*. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall □
- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are incountry on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is  $\Box$
- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained .

(End of clause)

# I.1.5 GENERAL SERVICES ADMINISTRATION MANUAL (GSAM), GSAR CLAUSES INCORPORATED BY REFERENCE IAW 552.102

The full text of a provision or clause may be accessed electronically at:

GSAM website: https://www.acquisition.gov/GSAM/gsam.html

Clause No	Clause Title	Date
52.203-71	Restriction on Advertising	Sep 1999
552.204-9	Personal Identity Verification Requirements	Oct 2012
552.215-70	Examination Of Records By GSA	Feb 1996
552.219-75	GSA Mentor-Protégé Program	Sep 2009
552.219-76	Mentor Requirements and Evaluation.	Mar 2012
552.228-5	Government as Additional Insured	May 2009
552.232.1	Payments	Apr 1984
552.233-70	Protests Filed Directly with the General Services Administration	Mar 2000
552.237-71	Qualifications of Employees.	May 1989
552.237-73	Restriction on Disclosure of Information.	June 2009

The information provided in Section J is for reference only. The documents in Section J are not intended to change the TOR and any conflict therein should be resolved by referring and relying upon the TOR. Because the Section J reference materials may be outdated or contain information that has not been recently verified for accuracy, the Government does not warrant the accuracy of the information for purposes of this TOR.

## J.1 LIST OF ATTACHMENTS

Attachment	Title
A	COR Designation Letter
В	DD 254 (electronically attached.pdf)
С	Acronym List
D	Government-Furnished Information (includes hw/sw information)
E	Award Fee Determination Plan
F	Travel Authorization Template
G	Consent to Purchase Template
Н	Request to Initiate Purchase Template
I	Current Workload Estimates
J	Incremental Funding Table

# **ATTACHMENT A**

# **COR DESIGNATION LETTER**



# <u>SECTION J – LIST OF ATTACHMENTS</u>

# ATTACHMENT B

# **FORM DD-254**



## ATTACHMENT C

#### ACRONYM LIST

AD Architecture Design

AFDO Award Fee Determining Official
AFDP Award Fee Determination Plan
AFEB Award Fee Evaluation Board
AFRL Air Force Research Lab

AMN Afghanistan Mission Network

ANS American National Standards Institute

AOR Area of Responsibility

ATAC Advanced Technology Application Center

AtN Attack the Network ATO Authority to Operate

BN Battalion

C2 Command and Control

C&A Certification and Accreditation

CA Contract Award

CDD Critical Design Document
CDR Critical Design Reviews
CENTCOM US Central Command

CENTRIX Central Command Regional Intelligence Exchange System

CFAO Cognizant Federal agency official CFM Contractor Furnished Material

CI Counter intelligence

CM Configuration Management CMP Configuration Management Plan

COA Courses of Action

COIC Counter-IED Operations/Intelligence Integration Center

COCOM Combatant Command
CONOP Concept of Operations
CONUS Continental United States
COP Common Operating Picture

COR Contracting Officer Representative

COTS Commercial Off-The-Shelf CPU Central processing unit

CRB Configuration Management Review Board

CSTs Corps Support Teams
CTC Combat Training Center
CTP Consent to Purchase

CTTSO Combating Terrorism Technical Support Office

CX-I CENTRIX-ISAF CY Calendar Year

DACS Data and Analysis Center for Software

DBA Defense Base Act

DCGS Distributed Common Ground System

DCGS-A Distributed Common Ground Station – Army

DD Data Dictionary

DD Description Document

**DEPSECDEF** Deputy Secretary of Defense

DFARS Defense Federal Acquisition Regulation Supplement

DIACAP DoD Information Assurance Certification and Accreditation Process

DIB DCGS Integrated Backbone

DISA Defense Intelligence Security Agency

DOD Department of Defense

DSSR Department of State Standardized Regulations
DST Division Expeditionary Force Support Team

DTED Digital Terrain Elevation Data

DTIC Defense Information Technology Center
EAR Export Administration Regulations
EAS Enterprise Software Agreements
EIA Electronic Industries Alliance
ETA Estimated Time of Arrival

EUCOM European Command

EVM Earned Value Management

FADE Fusion Analysis Development Effort

FOB Forward Operating Base
FOC Full Operational Capability
FSC Federal Service Code
FTE Full Time Equivalent

GFE Government Furnished Equipment
GFM Government Furnished Materials

GIG Global Information Grid
GOTS Government Off-The-Shelf
GSA General Services Administration
GTMI Ground Moving Target Indicator

Graphical User Interface **GUI** Global War on Terrorism **GWOT HBSS** Host Based Security Systems Interim Authority to Operate IATO Improvised Explosive Device **IED** Integrated Master Schedule **IMS** Intelligence/Counter Intelligence INTEL/CI **IPR Integrated Progress Review** 

ISAAC Information Sharing and Advanced Collaboration

ISAF International Security Assistance Force ISR Intelligence, Surveillance, Reconnaissance

IT Information Technology

ITAR International Traffic in Arms Regulations

IW Irregular Warfare

IWA Irregular Warfare Analysis

JCAST-IT JIDA-COIC Analytical Support Team Information Technology JCAST-IT JIEDDO-COIC Analytical Support Team Information Technology

JCW Joint Coalition Warfighting Center

JIEDDO Joint Improvised Explosive Device Defeat Organization

JRMC Joint Multinational Readiness Center JRTC Joint Readiness Training Center JTIC Joint Interoperability Test Command

JTR Joint Travel Regulations

JWICS Joint Worldwide Intelligence Communications Systems

LIDAR Light Detection and Ranging

LNO Liaison Officer
LTOV Latest Time of Value
MOE Measure of Effectiveness
MAR Material Action Request

MCTP Mission Command Training Program

MEB Marine Expeditionary Brigade
MEF Marine Expeditionary Force
MIC Multi-Intelligence Core
MID Mission Integration Division

MOSS Microsoft Office Share Point Server

MRX Mission Readiness Exercise
MSD Mission Support Division
MSR Monthly Status Report

MST Marine Expeditionary Force Support Team

NATO North Atlantic Treaty Organization NCES Net-Centric Enterprise Services NID Netcentric Innovation Division

NIPRNet Unclassified but Sensitive Internet Protocol Router Network

NLAN NIPRNet Local Area Network NTC National Training Center NTR New Technology Reports

OCONUS Outside the Continental United States

ODCs Other Direct Costs
OPCON Operational Control
OPLAN Operation Plan
OPSEC Operational Security

ORSA Operations Research Systems Analysis

PDA Personal Digital Assistant
PDD Preliminary Design Document
PDR Preliminary Design Reviews

PM Program Manager

PMP Project Management Plan PMR Personnel Manning Roster POP Period of Performance

PRS Performance Requirements Summary

PWS Performance Work Statement

REF Rapid Equipping Force RIP Request to Initiate Purchase

RFS Request for Support
QAP Quality Assurance Plan
QCP Quality Control Plan
RCT Regimental Combat Team
RIPR Request to Initiate Purchase

SCI Sensitive Compartmented Information

SDD System Design Document

SDPP Software Develop Program Plan

SDR System Design Review

SERB System Engineering Requirements Board

SIL Systems Integration Lab

SIPRNet Secret Internet Protocol Router Network

SLAN SIPRNET Local Area Network

SOCAF Special Operations Command Air Force SOCPAC Special Operations Command Pacific

SOF Special Operation Forces
SOP Standard Operating Procedure
SWRD Software Requirements Document
SRD System Requirements Document
SRR Software Requirements Reviews
SRR System Requirements Reviews

SSBI Single Scope Background Investigation

SSBI-PR SSBI-Periodic Review

SVDD Software Version Description Document

T&E Test and Evaluation TACON Tactical Control

TECOM Training and Education Command
TEMP Test and Evaluation Master Plan
TLAN Top Secret Local Area Network

TP Test Plan

TPLM Time-phased Labor Mix TPOC Technical Point of Contact

TSE Technology and Systems Engineering

TR Test Report

TTP Tactics, Techniques, and Procedures

UCC Unified Combatant Command UIC Unique Identification Code

UDOP User Defined Operational Picture USACAE US Army Command Europe

USFK US FORCES KOREA

VTC Video Teleconferencing
WBS Work Breakdown Structure

## ATTACHMENT D

## **GOVERNMENT FURNISHED INFORMATION**

Information relevant to the performance of this task order is located in a SharePoint Library located on the COIC Portal (<a href="www.coic.smil.mil">www.coic.smil.mil</a>) which is hosted on the COIC SLAN. The COIC Portal is accessible through the SIPRNet or from workstations at the COIC facility. The information listed below is subject to change without notice or announcement. It is the contractor's responsibility to monitor the Library for updates. The specific URL for the Library is as follows: <a href="http://www.coic.smil.mil/Teams/Contracts/Public/Shared%20Documents%20Library/Forms/AllItems.aspx">http://www.coic.smil.mil/Teams/Contracts/Public/Shared%20Documents%20Library/Forms/AllItems.aspx</a>

Access is also available by completing the following steps:

- Enter the COIC Portal (www.coic.smil.mil).
- Click the "Teams" button at the top of the page.
- Click the "Contracts" Team on the list of teams.
- Click "Shared Document Library" on the left side of the page.

# $\underline{SECTION\ J-LIST\ OF\ ATTACHMENTS}$

# **ATTACHMENT E**

# AWARD FEE DETERMINATION PLAN



# **ATTACHMENT F**

# TRAVEL AUTHORIZATION TEMPLATE



# <u>SECTION J – LIST OF ATTACHMENTS</u>

# ATTACHMENT G

# CONSENT TO PURCHASE TEMPLATE



# ATTACHMENT H

# REQUEST TO INITIATE PURCHASE TEMPLATE



## **ATTACHMENT I**

## **Current Workload Estimates**

The following table provides Government estimates of current workload. This is not an all inclusive list and may change over time. The information is provided to assist offerors in the preparation of proposals. The Government does not guarantee the accuracy of the workload measures and does not intend for this information to dictate the offeror's solution.

For proposal purposes, the offeror shall assume the Surge Option is exercised in full and stays active until the end of the task order period of performance. In the chart below, Option Year 3 displays a maximum of 21 FTE. Again, for proposal purposes assume the deployed personnel under the surge task are increasing at the same rate the deployed personnel under the mandatory task are decreasing.

Government Estimated Staffing (FTEs)									
Contract Year	COIC	Deployed	Surge						
Base 9/12-9/13	50	21	0						
OY 1 9/13-9/14	50	21	0						
OY 2 9/14-9/15	50	Ramp down to 0	Up to 21 FTE						
OY 3 9/15-9/16	50	0	Up to 21 FTE						
OY 4 9/16-9/17	50	0	Up to 21 FTE						

# **ATTACHMENT J**

# **Incremental Funding Table**



						ESTIMA	ATED				FUNDED		
			COST			BASE	FEE				BASEFEE		
			OVERRUN	]	ESTIMATED	or		ESTIMATED	TOTAL	FUNDED	or	FUNDED	TOTAL
CLI	N	CLIN TYPE	CEILING		COST	FIXED	FEE	AWARD FEE	ESTIMATED	COST	FIXED FEE	AWARD FEE	FUNDED
	0001	LABOR	\$ -	\$6)(	(9)	\$	-	(b) (4)	\$ 20,615,233 00	\$(b) (4)	\$ -	\$(b) (4)	\$ 18,623,661 27
	0002	LABOR	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0003	TRAVEL		\$	(b) (4)				\$ 505,000 00	\$ (b) (4)			\$ 499,731 00
	0004	TOOLS		\$	(b) (4)	\$	-		\$ 108,000 00	\$ -	\$ -		\$ -
	0005	ODCs		(0	(b) (4)	\$	-		\$ 2,500,000 00	( <b>9</b> )	\$ -		\$ 2,290,305 73
SUB			\$ -	\$	(b) (4)	\$	-	(b) (4)	\$ 23,728,233 00	(b) (4)	\$ -	\$ 1,693,060 03	\$ 21,413,698 00
	1001	LABOR	\$ -	<b>\$</b> 6)(	9)	\$	-	(b) (4)	\$ 20,946,367 00	(b) (4)	\$ -	( <del>)</del>	\$ 19,605,019 00
	1002	LABOR	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1003	TRAVEL		\$6)(	9) 0				\$ 535,000 00	\$ (b) (4)			\$ 533,146 00
	1004	TOOLS		\$	(b) (4)	\$	-		\$ 112,000 00	\$ (6)(4)	\$ -		\$ 50,000 00
	1005	ODCs		\$	(b) (4)	\$	-		\$ 2,500,000 00	<sup>9</sup> (b) (4)	\$ -		\$ 2,452,863 00
SUB			\$ -	\$	(b) (4)	\$	-	(b) (4)	\$ 24,093,367 00	(b) (4)	\$ -	\$(b) (4)	\$ 22,641,028 00
	2001	LABOR	\$ -	\$	(b) (4)	\$	_	(b) (4)	\$ 11,714,629 00	\$(b) (4)	\$ -	<sup>9</sup> (b) (4)	\$ 11,714,629 00
	2002	LABOR	\$ -	\$	(b) (4)	\$	_	(5 (4)	\$ 9,484,793 00	\$(6) (4)	\$ -	\$0) (4)	\$ 6,768,257 61
		TRAVEL		\$	(6) (4)				\$ 726,000 00	\$ (b) (4)			\$ 552,100 82
		TOOLS		\$	(b) (4)	\$	-		\$ 120,000 00	\$ (b) (4)	\$ -		\$ 120,000 00
		ODCs		s	(b) (4)	\$	_		\$ 1,900,000 00	\$(b) (4)	\$ -		\$ 1,892,090 00
SUB			\$ -	\$	(b) (4)	\$	-	<b>(b) (4)</b> 0	\$ 23,945,422,00	(b) (4)	\$ -	( <del>)</del>	\$ 21,047,077 43
	3001	LABOR	\$ -	\$	(b) (4)	\$	-	(b) (4)	\$ 11,272,783 00	\$(b) (4)	\$ -	<b>(4)</b> 7	\$ 4,045,431 90
		LABOR	\$ -	<b>S</b> (0) (		S		(b) (4)	■ 11,302,410 00	\$ -	\$ -	\$ -	\$ -
		TRAVEL		\$	(b) (4)			(0) (4)	\$ 557,000 00	<b>(</b> 4)	-	-	\$ 237,500 00
		TOOLS		s	(b) (4)	\$			\$ 129,000 00	\$ -	<b>\$</b> -		\$ -
		ODCs		s	(b) (4)	\$	-		\$ 1,840,200 00	\$ (b) (4)	\$ -		\$ 431,501 10
SUB			\$ -	\$	(b) (4)	\$	-	(b) (4)	\$ 25,101,393 00	(0) (4)	\$ -	\$0(4)	\$ 4,714,433 00
	4001	LABOR	\$ -	\$	(b) (4)	\$		_	\$ 11.550.250.00	S -	\$ -	\$ -	\$ -
		LABOR	\$ -	\$	(6) (4)	\$		(b) (4)	(b) $(4)$	\$ -	\$ -	\$ -	\$ -
$\vdash$		TRAVEL	<b>y</b> -	\$	(b) (4)	J		(b) (4)	(0)(4)	s -	-	<b>.</b>	\$ -
$\vdash$		TOOLS		\$	(b) (4)	\$	_			\$ -	\$ -		\$ -
		ODCs		\$		\$				\$ -	\$ -		\$ -
SUB	1000	ODOS	\$ -	\$	(b) (4) U	\$		(5) (4)		\$ -	\$ -	\$ -	\$ -
TOTAL			\$ -	_		\$	-	(b) (4)			\$ -		
TOTAL	,		<b>D</b> -	\$	(b) (4)	)	-	(b) (4)		(b) (4)	<b>D</b> -	(b) (4)	\$ 69,816,236 43